



Civil Resolution Tribunal

Date Issued: March 22, 2024

File: SC-2023-001680

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dynamikode Software Ltd. v. Wiseingress Software Services Ltd.*, 2024
BCCRT 302

BETWEEN:

DYNAMIKODE SOFTWARE LTD.

APPLICANT

AND:

WISEINGRESS SOFTWARE SERVICES LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about unpaid services. The respondent, Wiseingress Software Services Ltd., hired the applicant, Dynamikode Software Ltd., to develop various software features for it. Dynamikode says Wiseingress failed to pay its final \$7,875 invoice. It claims \$5,000, the small claims monetary limit at the Civil Resolution Tribunal (CRT).

2. Wiseingress says its project failed and it has no money to pay Dynamikode.
3. The parties are each represented by a director.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.
5. Section 39 of the CRTA says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
6. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
7. Where permitted by section 118 of the CRTA, in resolving this dispute, the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.

Dynamikode's Legal Status

8. Dynamikode was undisputedly dissolved in June 2023, several months after starting this dispute. To the extent Wiseingress argues this means Dynamikode cannot proceed with its claim at the CRT, I disagree. Section 346 of the *British Columbia Business Corporations Act* says that, despite a company's dissolution, a legal proceeding started by or against the company before it was dissolved may continue

as if the company had not been dissolved. So, Dynamikode may proceed with its claim.

ISSUE

9. The issue in this dispute is to what extent, if any, Wiseingress must pay Dynamikode \$5,000 for its unpaid invoice.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant Dynamikode must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
11. As noted, Dynamikode performed software development work for Wiseingress. On May 26, 2022, Dynamikode invoiced Wiseingress \$7,875 for its work. Wiseingress does not dispute Dynamikode performed the work, nor does it argue Dynamikode’s work was substandard. Instead, Wiseingress simply says it has no money.
12. However, an inability to pay does not relieve a person, or company, of their obligation to pay. I order Wiseingress to pay Dynamikode \$5,000 for the outstanding unpaid invoice.
13. Dynamikode is entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from May 26, 2022, the invoice’s date, this equals \$338.58.
14. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Dynamikode was successful, so I order Wiseingress to reimburse it \$175 in paid tribunal fees. No dispute-related expenses were claimed.

ORDERS

15. Within 21 days of the date of this decision, I order Wiseingress to pay Dynamikode a total of \$5,513.58, broken down as follows:
- a. \$5,000 in debt,
 - b. \$338.58 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in tribunal fees.
16. Dynamikode is also entitled to post-judgment interest, as applicable.
17. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Andrea Ritchie, Vice Chair